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Long Beach Cinematheque
and Logan Crow

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LONG BEACH CINEMATHEQUE, a
California corporation, and LOGAN
CROW, an individual,

Plaintiffs,

vs.

ROY HASSETT, an individual; TROY
HASSETT, an individual; WARD
HASSETT, an individual; O
ENTERTAINMENT, INC., an entity of
unknown form; O ENTERTAINMENT
OF CALIFORNIA, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.

COMPLAINT FOR:

- 1. DIRECT COPYRIGHT INFRINGEMENT;**
- 2. CONTRIBUTORY COPYRIGHT INFRINGEMENT;**
- 3. VICARIOUS COPYRIGHT INFRINGEMENT;**
- 4. UNFAIR COMPETITION UNDER LANHAM ACT;**
- 5. UNFAIR COMPETITION UNDER CALIFORNIA LAW;**
- 6. BREACH OF CONTRACT;**
- 7. BREACH OF FIDUCIARY DUTY; AND**
- 8. DEFAMATION--SLANDER**

JURY TRIAL DEMANDED

1 COMES NOW, Plaintiffs, and allege as follows:

2 **JURISDICTION AND VENUE**

3 1. This is an action for infringement under the Copyright Act of 1976, as
4 amended, 17 U.S.C. § 101 et seq., the Lanham Act, 15 U.S.C. § 1125(a), and for
5 related claims. This Court has subject matter jurisdiction of this action since it
6 arises under the laws of the United States of America pursuant to 28 U.S.C. §§ 1331
7 and 1338(a). This Court has supplemental jurisdiction of related state law or
8 common law claims pursuant to 28 U.S.C. §§1338(b) and 1367(a).

9 2. Venue is proper in this district as a substantial part of the material acts
10 and omissions giving rise to the claims occurred within this judicial district pursuant
11 to 28 U.S.C. § 1391(b). Venue is also proper in the district where defendants reside
12 or may be found pursuant to 28 U.S.C. § 1400(a).

13 **THE PARTIES**

14 3. Plaintiff Long Beach Cinematheque (LB Cinematheque) is, and at all
15 times herein mentioned was, a corporation organized and existing under the laws of
16 the State of California, with its principal place located in this judicial district.
17 Plaintiff Logan Crow is, and at all times herein mentioned was, an individual
18 residing this judicial district and the founder/CEO of LB Cinematheque.

19 4. Plaintiffs are informed and believe, and on that basis alleges, that at all
20 times mentioned herein, Defendant O Entertainment of California, Inc. is a
21 California corporation suspended by the Secretary of State. Plaintiffs are informed
22 and believe, and on that basis alleges, that Individual Defendants have represented
23 to Plaintiff and the public that Defendant O Entertainment, Inc. is a valid
24 corporation, located at 539 E. Bixby Road, Suite 59, Long Beach, California 90802.
25 Plaintiffs are unaware of the state of incorporation of O Entertainment, Inc. or even
26 if that company exists. For completeness, Plaintiffs shall refer to both entities as “O
27 Entertainment.”

1 5. Defendant Roy Hassett (R. Hassett) is, and at all times herein
2 mentioned was, an individual residing in the County of Los Angeles, State of
3 California, and the President and majority shareholder of O Entertainment.

4 6. Defendant Troy Hassett (T. Hassett) is, and at all times herein
5 mentioned was, an individual residing in the County of Los Angeles, State of
6 California, and the Vice-President of Operations of O Entertainment.

7 7. Defendant Ward Hassett (W. Hassett) is, and at all times herein
8 mentioned was, an individual residing in the County of Los Angeles, State of
9 California, and the Vice-President of Marketing of O Entertainment.

10 8. Plaintiffs are informed and believes, and on that basis alleges, that at all
11 times mentioned herein, Defendants R. Hassett, T. Hassett, and W. Hassett
12 (collectively, Individual Defendants) are doing business under the fictitious name
13 “O Entertainment.”

14 9. Does 1 through 10, inclusive, are sued herein under fictitious names,
15 their true names and capacities being unknown to plaintiff. Plaintiff will amend this
16 complaint to allege their true names and capacities when ascertained. Plaintiff is
17 informed and believes and thereon alleges that each of the fictitiously named
18 defendants is responsible in some manner for the occurrences herein alleged and that
19 plaintiff’s damages as herein alleged were proximately caused by such defendants.

20 10. At all times herein mentioned each of the Individual Defendants and
21 Does 1 through 10 was the agent, employee, coconspirator and joint venturer of
22 each of the remaining defendants and, in doing the things hereinafter alleged, was
23 acting within the course and scope of such agency, employment, conspiracy and
24 joint venture.

COMMON ALLEGATIONS

A. The Long Beach Zombie Walk

11. The 2004 remake of George Romero’s “Dawn of the Dead (1978),” revived the public’s appetite for zombie movies and culture. Video games such as the “Resident Evil” series capitalized on the fascination with the living dead. Urban centers across the country saw the advent of “zombie walks,” large social gatherings of adults dressed as zombies walking down public streets.

12. On May 30, 2009, Logan Crow, through Mondo Celluloid, organized a zombie walk down Retro Row in Long Beach, California (Fourth Street, between Cherry and Junipero), culminating in a late-night screening of Edgar Wright’s “Shaun of the Dead (2004),” a British zombie-comedy.

13. In October 2009, Logan Crow, through LB Cinematheque, helped organize another zombie walk down Retro Row following a screening of the zombie classic “Night of the Living Dead (1968).”

14. The Long Beach zombie walks continued each year, albeit at different locations within the city in order to accommodate the growing crowds, vendors, and performers.

15. On May 2, 2011, Plaintiffs registered the domain name and created a Facebook page “ZOMBIEWALKLB.COM” to market the annual Long Beach zombie festival and raise money for art house films.

16. In July 2011, Plaintiffs enlisted a graphic designer, Garry Booth, to create a logo for the Long Beach zombie walks. In July 2011, Mr. Booth created the following design (the “Zombie Walk Logo” or “Logo”):



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3 17. Effective July 13, 2011, Booth, as author of the Zombie Walk Logo,
4 assigned to Crow all of his right, title, and interest in the copyrights to the Logo,
5 including the right to reproduce, distribute, or display the Logo, and the right to
6 create derivative works.

7 18. Effective July 13, 2011, Crow, as owner of the Zombie Walk Logo,
8 entered into a license agreement with LB Cinematheque which granted it an
9 exclusive, royalty-free right to exploit and use all copyrights in the Logo, including
10 the right to sue third-parties for infringement.

11 **B. O Entertainment Partnership Agreement**

12 19. As the popularity of the Long Beach zombie festival continued to grow,
13 Plaintiffs sought professional assistance with event planning and operation. In late
14 2013, Crow was introduced to R. Hassett who touted his background and experience
15 in organizing community fairs and carnivals.

16 20. On December 21, 2013, R. Hassett, on behalf of O Entertainment,
17 without the knowledge or consent of Plaintiff, registered the domain name
18 **LONGBEACHZOMBIEFEST.COM**. Plaintiff believes this secret registration of a
19 similar domain name was done as part of Hassett's plan to steal the zombie walk
20 rights and usurp Plaintiffs as organizer and producer of the annual festival.

21 21. On February 28, 2014, LB Cinematheque and O Entertainment entered
22 into a contract, entitled "Zombie Walk Partnership Agreement," a copy of which is
23 attached hereto as Exhibit 1. Pursuant to the agreement, LB Cinematheque retained
24 ownership of all rights in the Long Beach zombie walk festival, including control of
25 all creative content. Defendant O Entertainment controlled festival operation,
26 production, and finances. The parties expressly agreed that vendors should
27 "thematically fit the festival theme" and that Crow would "continue to be the public
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1 face of the festival.” The parties further agreed that Logan Crow’s “strong media
2 platform are to be used in promotion of the festival.”

3 22. LB Cinematheque and O Entertainment, and their respective principals,
4 organized, marketed, and produced the 2014 Long Beach Zombie Walk Festival,
5 held October 24-26, 2014.

6 **C. Defendants Exclude Plaintiffs and Infringe Rights**

7 23. In 2015, Defendants excluded Plaintiffs from the planning and
8 marketing of the 2015 Long Beach Zombie Walk Festival in direct violation of the
9 Partnership Agreement. For example, defendants used different websites and social
10 media pages to promote the event, and failed to consult with Plaintiffs on choice of
11 vendors. Yet, defendants continued to use the Logo as part of the media campaign.

12 Attached hereto as Exhibit 2 is a true and correct copy of the 2015 Event
13 Sponsorship flyer, available for download on Defendants’ website. The flyer
14 prominently displayed the Logo, along with protected a photograph of a prior event.

15 24. On October 22, 2015, as a result of breaches by O Entertainment both
16 in connection with the 2014 Long Beach zombie walk and in preparation for the
17 2015 zombie walk, LB Cinematheque formally terminated the Partnership
18 Agreement by written notice, a copy of which is attached hereto as Exhibit 3. In the
19 termination notice, plaintiff warned defendants that “any use of the intellectual
20 property—including the “Long Beach Zombie Walk Festival” name, logo or
21 artwork, such as currently appears on the web address *longbeachzombiefest.com*—is
22 a direct breach of Mr. Crow’s intellectual property rights.”

23 25. Despite termination of the Partnership Agreement, and the clear
24 warning against use of intellectual property, defendants continued to use and display
25 the Logo in connection with the 2015 zombie walk.

26 26. Despite termination of the Partnership Agreement, and the clear
27 warning against use of intellectual property, defendants used and displayed a logo
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1 substantially similar to the Logo in connection with the 2016 zombie walk,
2 illustrated as follows:



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6 **C. Plaintiff Applies to Register the Copyright**

7 27. On February 24, 2016, Plaintiff Logan Crow completed an application
8 to register the copyright in the Logo with the United States Copyright Office.
9 Plaintiff paid the application fee and deposited the work. The completed
10 registration was duly assigned a case number.

11 **FIRST CLAIM FOR RELIEF**

12 (Direct Copyright Infringement;

13 By Plaintiffs against All Defendants and Does 1-5)

14 28. Plaintiffs reallege and incorporate by this reference Paragraphs 1
15 through 27, inclusive, of this Complaint as if fully set forth herein.

16 29. The Zombie Walk Logo is an original, creative work of expression that
17 constitute copyrightable subject matter under 17 U.S.C. § 101 et seq.

18 30. At all relevant times, Plaintiff Logan Crow has owned all of the rights
19 and privileges to the Zombie Walk Logo, and has duly applied to register the work
20 with the United States Copyright Office. Plaintiff LB Cinematheque is an exclusive
21 licensee of the Logo, with right to sue for infringement.

22 31. Defendants have infringed copyrights in the Logo through the
23 unauthorized commercial reproduction, display and distribution of the work and the
24 creation of unauthorized derivative works on marketing materials, the Internet, and
25 social media.

26 32. Unless enjoined and restrained, defendants will continue to infringe
27 copyrights in the Logo.
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1 33. As a direct and proximate result of defendants' infringements of
2 copyrights in the Logo, defendants have realized and continue to realize profits and
3 other pecuniary benefits and Plaintiffs have suffered, and continues to suffer,
4 monetary damages in the form of lost license fees and are thus entitled to such fees
5 as damages under 17 U.S.C. §504.

6 **SECOND CLAIM FOR RELIEF**

7 (Contributory Copyright Infringement;

8 By Plaintiffs against All Defendants and Does 1-5)

9 34. Plaintiffs reallege and incorporate by this reference Paragraphs 1
10 through 33, inclusive, of this Complaint as if fully set forth herein.

11 35. By lending financial and material support, each defendant has induced,
12 caused, and materially contributed to the other defendant's direct infringement of
13 copyrights in the Zombie Walk Logo.

14 36. Unless enjoined and restrained, defendants will continue to infringe the
15 copyrights in the Zombie Walk Logo.

16 37. As a direct and proximate result of defendants' infringements of the
17 Zombie Walk Logo, defendants have realized and continue to realize profits and
18 other pecuniary benefits and Plaintiffs have suffered, and continues to suffer,
19 monetary damages in the form of lost license fees and are thus entitled to such fees
20 as damages under 17 U.S.C. §504.

21 **THIRD CLAIM FOR RELIEF**

22 (Vicarious Copyright Infringement;

23 By Plaintiffs Against all Defendants and Does 1-5)

24 38. Plaintiffs reallege and incorporate by this reference Paragraphs 1
25 through 33, inclusive, of this Complaint as if fully set forth herein.

26 39. At all relevant times, defendants have the right and ability to supervise
27 the infringing activities described herein, by, without limitation, direct supervision
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1 and control over publication and display of infringing uses of the Zombie Walk
2 Logo on marketing materials, the Internet, and social media.

3 40. At all relevant times, defendants have a direct financial interest in the
4 infringing activities described herein by virtue of their ownership interest in O
5 Entertainment.

6 41. Unless enjoined and restrained, defendants will continue to infringe the
7 copyright in the Zombie Walk Logo.

8 42. As a direct and proximate result of defendants' infringements of the
9 Zombie Walk Logo, defendants have realized and continue to realize profits and
10 other pecuniary benefits and Plaintiffs have suffered, and continue to suffer,
11 monetary damages in the form of lost license fees and thus are entitled to such fees
12 as damages under 17 U.S.C. §504.

13 **FOURTH CLAIM FOR RELIEF**

14 (Unfair Competition under Lanham Act, 15 U.S.C. § 1125(a);

15 By Plaintiffs against All Defendants and Does 6-10)

16 43. Plaintiffs reallege and incorporate by this reference Paragraphs 1
17 through 27, inclusive, of this Complaint as if fully set forth herein.

18 44. Since at least 2011, the ZOMBIEWALKLB.COM domain name, the
19 LONG BEACH ZOMBIE WALK word mark, the Zombie Walk Logo have been
20 used in commerce to identify the provider of the annual community festival in Long
21 Beach, California celebrating the public fascination with zombies, i.e., the walking
22 dead.

23 45. Based on continuous use, and extensive advertising and marketing, the
24 Zombie Walk domain name, word mark, and Zombie Walk Logo have established
25 substantial secondary meaning among consumers as a designation of the source of
26 the annual zombie festival of Long Beach, California.

46. Since 2015, defendants have adopted and used the Zombie Walk domain name, word mark, and logo, or confusingly similar ones, to advertise, market and produce the annual zombie festival in Long Beach, California.

47. Since 2015, defendants have used and continue to use the Zombie Walk domain name, word mark, and logo, in connection with goods or services, in commerce, in a manner that is likely to cause confusion, mistake, and deception as to the origin, sponsorship, or approval of its goods or services in violation of the Lanham Act, 15 U.S.C. § 1125(a)(1).

48. Since 2015, defendants have used and continue to use the Zombie Walk domain name, word mark, and logo in a manner that is likely to lead consumers mistakenly to conclude that the products or services offered by defendants originated from or otherwise were sponsored or approved by Plaintiffs, or that defendants are somehow affiliated, connected, or associated with Plaintiffs in violation of the Lanham Act, 15 U.S.C. § 1125(a)(1).

49. Defendants have caused, and will continue to cause, damage to Plaintiffs, and are causing irreparable harm to Plaintiffs for which there is no adequate remedy at law.

FIFTH CLAIM FOR RELIEF

(Unfair Competition under State Law;

By Plaintiffs against All Defendants and Does 6-10)

50. Plaintiffs reallege and incorporate by this reference Paragraphs 1 through 27, inclusive, of this Complaint as if fully set forth herein.

51. California’s Unfair Competition Law (UCL), Business & Professions Code, Section 17200, defines “unfair competition” as (1) any “unlawful” business act or practice; (2) any “unfair” business act or practice; (3) any “fraudulent” business act or practice; or (4) any “unfair, deceptive, untrue or misleading advertising.”

52. Defendants' use of the Zombie Walk domain name, word mark, and logo, or confusingly similar ones, to promote, market, and produce an annual zombie festival in Long Beach, California constitutes unfair competition pursuant to the UCL.

53. Defendants' use of the Zombie Walk domain name, word mark, and logo, or confusingly similar ones, has caused, and will continue to cause, confusion, mistake, and deception among consumers.

54. Defendants' unfair competition has caused, and will continue to cause, irreparable harm to Plaintiffs for which there is no adequate remedy at law.

SIXTH CLAIM FOR RELIEF

(Breach of Contract; By Plaintiff LB Cinematheque against Defendant O Entertainment and Does 6-10)

55. Plaintiff realleges and incorporate by this reference Paragraphs 1 through 27, inclusive, of this Complaint as if fully set forth herein.

56. Plaintiff performed all conditions and obligations under the Zombie Walk Partnership Agreement, except those that were excused by the acts of defendant.

57. Defendant breached the Partnership Agreement by secretly registering a competing domain name, taking over creative control and denying such control to Plaintiff during the 2014 event planning process, blocking Plaintiff from securing vendors, unilaterally approving inappropriate vendors, excluding Plaintiff from the 2015 event planning process, establishing a competing website and social media platform, diverting revenues, failing to account for profits, inflating or falsifying expenses, commingling assets and income, and failing to account for or pay sums owed.

58. As a direct and proximate result of the aforesaid breaches, Plaintiff has suffered, and continues to suffer, damages in an amount to be proven at trial.

1 **SEVENTH CLAIM FOR RELIEF**

2 (Breach of Fiduciary Duty; By Plaintiffs against All Defendants and Does 6-10)

3 59. Plaintiffs reallege and incorporate by this reference Paragraphs 1
4 through 27, inclusive, of this Complaint as if fully set forth herein.

5 60. Plaintiffs entered into a fiduciary relationship with defendants by virtue
6 of the Zombie Walk Partnership Agreement.

7 61. Defendants violated their fiduciary duties to Plaintiffs by engaging in a
8 scheme to produce the annual Long Beach zombie walk festival and reap substantial
9 profits from sponsorship opportunities, vendors, ticket sales, and other commercial
10 activity.

11 62. As a direct and proximate result of the aforesaid breach of fiduciary
12 duties, Plaintiffs have suffered, and continues to suffer, actual damages in
13 accordance with proof at the time of trial.

14 63. Plaintiffs are entitled to recover compensatory and consequential
15 damages according to proof, prejudgment interest, and such other relief as the Court
16 deems appropriate.

17 64. The conduct of defendants was and is fraudulent, oppressive,
18 malicious, and in conscious disregard of the rights of Plaintiff and he is therefore
19 entitled to punitive damages against each such defendant.

20 **EIGHTH CLAIM FOR RELIEF**

21 (Defamation-Slander;

22 By Plaintiff Logan Crow against Defendant Roy Hassett, and Does 6-10)

23 65. Plaintiff realleges and incorporates by this reference Paragraphs 1
24 through 27, inclusive, of this Complaint as if fully set forth herein.

25 66. Starting in or about March 2015, and continuing thereafter, defendant
26 R. Hassett did tell vendors and prospective vendors of the 2015 Long Beach zombie
27 walk that the City of Long Beach wanted Hassett and O Entertainment to take over
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1 the annual zombie walk festival because Logan Crow owed the City of Long Beach
2 money for past zombie walk festivals.

3 67. The persons who heard the aforesaid statement reasonably understood
4 it was about Logan Crow.

5 68. The aforesaid statement concerning Crow was false and unprivileged.
6 Although there was a small debt owed the City (under \$4,000), R. Hassett promised
7 Crow that he would pay that debt and deduct that payment from the 2014 profits
8 owed under the Partnership Agreement. Crow was assured by R. Hassett that he
9 did make good on his promise and did, in fact, pay that debt to the City. Since that
10 promise was made, Crow has never been advised by the City that any debt was
11 owed by him or plaintiff for past zombie walk events.

12 69. The above-referenced statement exposed plaintiff to hatred, contempt,
13 ridicule and obloquy or caused him to be shunned or avoided, or had a tendency to
14 injure plaintiff in his occupation.

15 70. Defendant was negligent in uttering the statement. Defendant failed to
16 use reasonable care to determine the truth or falsity of the statement.

17 71. Defendant uttered the statement either knowing that it contained false
18 and defamatory material or with reckless disregard for whether the statement was
19 true or not.

20 72. As a direct and proximate result of the above-described publication,
21 plaintiff has suffered loss of reputation, shame, mortification, and injury to his
22 feelings, all to his general damages in an amount to be established by proof at trial.

23 73. As a direct and proximate result of the above-described publication,
24 plaintiff has suffered special damages in an amount to be established by proof at
25 trial, including loss of business and business opportunities.

26 74. Plaintiff is informed and believes, and thereon alleges, that the
27 aforementioned act of defendant was done willfully, maliciously, with fraudulent
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1 intent and with deliberate disregard of plaintiff's rights, privileges and concerns.
2 Plaintiff is thus entitled to recover punitive damages in an amount bearing a
3 reasonable relationship both to the actual amount of damages recovered and the
4 general financial solvency of defendant yet in a sufficient amount to punish and
5 make an example of him, and to deter others from engaging in the same or similar
6 conduct.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs respectfully pray as follows:

9 **ON THE FIRST, SECOND AND THIRD CLAIMS FOR RELIEF:**

10 1. That this Court find defendants have infringed on Plaintiffs' copyrights
11 in the Zombie Walk Logo.

12 2. That Defendants, and their agents, servants, employees, licensees, joint
13 ventures, and all persons in active concert or privity or in participation with them, be
14 enjoined from, directly or indirectly, infringing on Plaintiffs' rights in the Zombie
15 Walk Logo, including the right to import, manufacture, sell, distribute, reproduce,
16 publicly display, market, license, transfer, advertise or develop derivatives thereof.

17 3. That Defendants be required to file with the Court and serve on
18 Plaintiffs within thirty (30) days after service of the Court's order as herein prayed,
19 a report in writing under oath setting forth in detail each sale, distribution,
20 reproduction, marketing, license, or use of any works derived or copied from the
21 Logo.

22 4. That Defendants be required to account for all gains, profits, and
23 advantages derived from their acts of infringement, including the provision of an
24 accounting of revenue or other consideration generated from the sale, distribution,
25 reproduction, marketing, license, or use of the Logo.

26 5. That Defendants pay to Plaintiffs all profits derived by Defendants'
27 sale of infringing products pursuant to 17 U.S.C. § 504(b).
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1 6. That Defendants destroy or return to Plaintiffs all infringing products.

2 **ON THE FOURTH AND FIFTH CLAIMS FOR RELIEF:**

3 7. That defendants be required to account for all gains, profits, and
4 advantages derived from their acts of infringement, including the provision of an
5 accounting of revenue or other consideration generated from the sale, distribution,
6 reproduction, marketing, license, or use of the Zombie Walk domain name, word
7 mark, and logo, or confusingly similar ones.

8 8. That defendants pay to Plaintiffs all profits derived by defendants' sale
9 of infringing products.

10 9. That Defendants be enjoined from engaging in acts of unfair
11 competition.

12 **ON THE SIXTH CLAIM FOR RELIEF:**

13 10. For compensatory and/or consequential damages according to proof at
14 trial;

15 **ON THE SEVENTH CLAIM FOR RELIEF:**

16 11. For general and compensatory damages according to proof at trial;

17 12. For punitive damages in an amount sufficient to deter defendants;

18 **ON THE EIGHTH CLAIM FOR RELIEF:**

19 13. For special and general compensatory damages according to proof at
20 trial.

21 14. For punitive damages in an amount sufficient to deter defendants;

22 **ON ALL CLAIMS FOR RELIEF:**

23 15. For injunctive relief;

24 16. For prejudgment interest;

25 17. For costs of suit;

26 18. For such other and further relief as the Court deems proper.

1 DATED: March 8, 2016

KRONGOLD LAW CORP., P.C.

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3 By:

/s/ Steven L. Krongold

4 Steven L. Krongold
5 Attorney for Plaintiffs
6 Long Beach Cinematheque and Logan
7 Crow
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury for all claims so triable.

DATED: March 8, 2016

KRONGOLD LAW CORP., P.C.

By: /s/ Steven L. Krongold

Steven L. Krongold
Attorney for Plaintiffs
Long Beach Cinematheque and Logan
Crow